

AUGUST 16, 2005 AGENDA REPORTS

Agenda Item No. 7

City of Wichita
City Council Meeting
August 16, 2005

Agenda Report No. 05-0753

TO: Mayor and City Council Members

SUBJECT: Petition and Supplemental Design Agreement for a Storm Water Drain in The Waterfront Addition (North of 13th, east of Webb) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition and Supplemental Design Agreement.

Background: On March 22, 2005, the City Council approved a Petition for drainage improvements in The Waterfront Addition. During the design stage, the developer and the developer's design consultant have requested that the scope of the project be increased to add lake edge erosion material to protect a detention pond and ditch. The developer has submitted a new Petition with an increased budget to pay for the additional cost. The signature on the Petition represents 100% of the improvement district. A supplemental design agreement with MKEC Consultant Engineers, has been prepared for the additional design work.

Analysis: The Waterfront Addition is a new commercial development located north of 13th Street, east of Webb.

Financial Considerations: The existing Petition totals \$160,000. The new Petition totals \$290,000. The funding source is special assessments. The supplemental design fee is \$9,700.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district. The Law Department has approved the supplemental design agreement as to legal form.

Recommendation/Action: It is recommended that the City Council approve the new Petition, approve the supplemental design agreement and adopt the Resolution.

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED APRIL 19, 2005

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

MKEC ENGINEERING CONSULTANTS, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated April 19, 2005) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in THE WATERFRONT ADDITION (north of 13th, east of Webb).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

STORM WATER DRAIN NO. 250
(Project No. 468 83950, OCA No. 751394)
(Scope of Services expanded – additional design services)

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

468 83950 \$9,700.00

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2005

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

(Name & Title)

ATTEST:

Agenda Item No. 9a

City of Wichita
City Council Meeting
August 16, 2005

Agenda Report No. 05-0754

TO: Mayor and City Council

SUBJECT: Water Master Plan – Supplemental Agreement

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 1 with Burns & McDonnell to recalibrate and evaluate the raw water system model for the Water Master Plan.

Background: On June 2, 2003, the City Council approved a Contract with Burns & McDonnell Engineering Co. to provide engineering and design services for the five-year update of the Water Master Plan. The Agreement for the update was in the amount of \$114,711.

Analysis: The proposed Supplemental Agreement includes additional engineering services necessary to recalibrate the existing raw water model to accurately reflect changed conditions in the raw water system. The raw water model is used to predict operation of the raw water system under differing system conditions, such as high demand, in order to optimize operations and identify deficiencies in the physical system that need to be addressed.

Financial Considerations: Funding for the project is included in CIP W-526, Water Master Plan, which has available funding of \$368,372. The cost of Supplemental Agreement No. 1 will not exceed \$32,581.

Legal Considerations: The Law Department has reviewed and approved the Supplemental Agreement as to form..

Recommendations/Actions: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

Agenda Item No. 9b

City of Wichita
City Council Meeting
August 16, 2005

Agenda Report No. 05-0755

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for 29th Street North, Tyler to Ridge (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: On May 20, 2003, the City entered into an Agreement with Cook, Flatt & Strobel Engineers, P.A. (CF&S) for designing improvements to 29th Street North from Tyler to Ridge for a design fee of \$129,958.

Analysis: Additional survey and design services are needed to correct offsite drainage problems associated with the paving of 29th street. The proposed Supplemental Agreement provides for the additional design services.

Financial Considerations: Payment to CF&F will be on a lump sum basis of \$5,970, and will be paid by General Obligation Bonds.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 20, 2003

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

COOK, FLATT & STROBEL ENGINEERS, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER" WITNESSETH:

WHEREAS, there now exists a Contract (dated May 20, 2003) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the 29th STREET NORTH, TYLER TO RIDGE (Project No. 472 83751, OCA No. 706856).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Survey, design and prepare plans to improve the drainage
in the neighborhood north of Station 108+00 in the Shadow Lake Subdivision.

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by \$5,970.00.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by September 1, 2005; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2005.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

COOK, FLATT AND STROBEL ENGINEERS, P.A.

(Name and Title)

ATTEST:

Agenda Item No. 9c

City of Wichita
City Council Meeting
August 16, 2005

Agenda Report No. 05-0756

TO: Mayor and City Council Members

SUBJECT: Application for Street Resurfacing Project on Kellogg, from the Kansas Turnpike crossing east of Webb to the east city limits. (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Application.

Background: The Kansas Department of Transportation (KDOT) has available a street resurfacing (KLINK) program for cities which have highway connecting links within the their city limits. The KLINK program is intended for resurfacing improvements on the connecting links, which are maintained by the cities.

KDOT has advised the City of Wichita that KLINK Fiscal year 2008 funds in the amount of \$200,000 is available. The program requires recipient cities to provide matching funding.

Analysis: It is proposed that the KDOT 2008 fiscal year funding be used to resurface Kellogg, from the Kansas Turnpike crossing east of Webb to the east city limits.

Financial Considerations: Funding in the amount of \$200,000 will be programmed in the Street Maintenance Operating budget for the local portion of the cost of this project.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council approve the Application and authorize the necessary signatures.

Agenda Item No. 10a

City of Wichita
City Council Meeting
August 16, 2005

Agenda Report No. 05-0757

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for the 1st & 2nd Street East Drainage Outfall (District 1)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The Capital Improvement Program includes funding for a new major drainage outlet between the Wichita Drainage Canal, the railroad underpasses on 1st and 2nd Streets, and Old Town.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of the 1st and 2nd Street East Drainage Outfall. The Staff Screening and Selection Committee selected Baughman for the design on April 18, 2005.

Financial Considerations: Payment to Baughman will on a lump sum basis of \$237,500, and will be paid by General Obligation Bonds.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

1ST & 2ND STREET EAST DRAINAGE OUTFALL

THIS AGREEMENT, made this _____ day of _____, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

1ST & 2ND STREET EAST DRAINAGE OUTFALL
(Project No. 468 84060, OCA No. 660798)

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing the 1st and 2nd Street East Drainage Outfall and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$250,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum payment plus partials made on the basis of the lump sum fee amount of \$237,500.00 (Discovery Phase \$48,400.00; Design Phase \$189,100.00).

During the progress of work covered by this agreement, partial payments may be made to the ENGINEER at intervals of one calendar month. The progress billings shall be supported by documentation acceptable to the City Engineer which shall include a project bar chart or other suitable progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work. Billings submitted during the progress of the work will be paid on the basis of satisfactory completion of major project tasks. The major tasks and accumulated partial payment amounts are listed below:

Accumulated partial payments shall not exceed \$94,550.00 (fifty percent of the maximum fee payment amount) until field check plans have been received and approved by the City Engineer for distribution to utility companies. Accumulated partial payments shall not exceed \$132,370.00 (seventy percent of the maximum fee payment amount) until office check plans have been received and approved by the City Engineer for distribution to utility companies. Accumulated partial payments shall not exceed \$151,280.00 (eighty percent of the maximum fee payment amount) until final utility plans allowing for utility relocations or adjustments for the PROJECT have been received and approved by the City Engineer for distribution to the utilities. Accumulated partial payments for the PROJECT shall be based on milestones in Exhibit A and shall not exceed eighty-five percent (85%) of the total fees for services prior to satisfactory completion of all work required by this agreement

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

- 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
- 2. Additional design services not covered by the scope of this agreement.

3. Construction staking, material testing, inspection and administration related to the PROJECT.

4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

ATTEST:

(Name & Title)

EXHIBIT "A"

SCOPE OF SERVICES

1ST & 2ND STREET EAST DRAINAGE OUTFALL
(Project No. 468 84060, OCA No. 660798)

Discovery Phase

- Collect aerial photos and right-of-way information
- Contact utility companies for facility maps of the entire project corridor
- Host a kickoff meeting with utility companies presenting project scope
- Identify most severe problems
- Mapping and analyzing existing drainage system
- Investigate entire corridor to determine most viable route
- Take proposed design to DAB and/or Neighborhood Associations for comment
- Produce report findings, recommendations, and estimate of costs to CITY

Design Phase

Route Survey

- Determine extends of survey based on knowledge from Discovery Phase
- Project walk-through with field crews prior to survey
- Verify marking of area with affected utility companies
- Establish horizontal and vertical control along corridor
- Perform survey of route

Preliminary Design Phase

- Preparation survey base map
- Analysis of selected route as to conflicts and constructability
- Initial utility conflict resolution – ULCC
- Project walk-through with CITY Staff
- Establish physical storm water sewer gradients
- Establish locations of inlets and structures
- Develop hydrologic model of the system
- Size the storm water sewer system by application of value engineering

Preliminary Plan Production

- Finalize physical alignment of conduits, inlets, and structures
- Begin design of peripheral utility line adjustments
- Prepare plan sheets and details
- Begin analysis of any special structures to be designed
- Produce updated project construction cost estimate
- Coordinate utility conflict resolution – ULCC
- Begin permitting process with affected agencies
- Submit preliminary plan set

Final Plan Production

- Compile and address comments on preliminary plans from all agencies
- Resolve any remaining utility issues
- Complete permitting process with affected agencies
- Comprehensive Engineer's Estimate
- Prepare complete final plan set, which will include the following deliverables:
 - o Cover sheet, project key maps
 - o Survey control sheet
 - o Detail of all structures
 - o Detail of all conduits
 - o Plan/profile of entire storm water sewer system
 - o Complete plans for pavement removal and replacement
 - o Complete plans for intersection improvements (each intersection)
 - o Erosion control plans
 - o Construction sequencing and traffic control plans

Post Bid Services

- Pre-Construction meeting
- Shop drawing review
- Transfer of survey coordinate information
- Provide surveying services to reset survey monuments

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY's Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER's contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, CONSULTANTS will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

9. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below and generally in accordance with the project bar chart attached to Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

(a) Completion of all work required by this agreement (including submittal of final approved plan tracings, field notes, and related PROJECT documents June 23, 2006.

Agenda Item No. 10b

City of Wichita
City Council Meeting
August 16, 2005

Agenda Report No. 05-0758

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Regency Park Third Addition (south of 29th Street North, west of Greenwich) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system, sanitary sewer and paving improvements in Regency Park Third Addition on June 14, 2005.

Analysis: The proposed Agreement between the City and MKEC Engineering Consultants, Inc. (MKEC) provides for the design of bond financed improvements consisting of water, sanitary sewer and paving in Regency Park Third Addition. Per Administrative Regulation 7a, staff recommends that MKEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to MKEC will be on a lump sum basis of \$21,400, and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING CONSULTANTS, INC.

for

REGENCY PARK THIRD ADDITION

THIS AGREEMENT, made this _____ day of _____, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90089 serving Lots 1 through 5, and Lot 7, Block 1, Regency Park Third Addition (south of 29th Street North, west of Greenwich) (Project No. 448 90089).

LATERAL 7, MAIN 26, WAR INDUSTRIES SEWER serving Lots 1 through 5, and 7, Block 1, Regency Park Third Addition (south of 29th Street North, west of Greenwich) (Project No. 468 84035).

26th STREET CIRCLE NORTH from the east line of Regency Park Third Addition to and including the cul-de-sac serving Lots 1 through 5, Block 1, and Lot 7, Block 1 (south of 29th Street North, west of Greenwich) (Project No. 472 84241).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Regency Park Third Addition and perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the

CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90089	\$ 2,500.00
Project No. 468 84035	\$ 3,900.00
Project No. 472 84241	\$ 15,00.00
TOTAL	\$21,400.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

- 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
- 2. Additional design services not covered by the scope of this agreement.
- 3. Construction staking, material testing, inspection and administration related to the PROJECT.
- 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

IV. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work, or because the services of the

ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANT, INC.

(Name & Title)

ATTEST:

EXHIBIT "A"
SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the

City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

6. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.

a. Plan Development for the water improvements by 120 days from notice to proceed. (Project No. 448 90089).

b. Plan Development for the sewer improvements by 120 days from notice to proceed. (Project No. 468 84035).

c. Plan Development for the paving improvements by 120 days from notice to proceed. (Project No. 472 84241).

Agenda Item No. 11

CITY OF WICHITA
City Council Meeting
August 16, 2005

Agenda Report No. 05-0759

TO: Mayor and City Council Members

SUBJECT: Acquisition of 2348 South Greenwood Street for Pawnee Widening
Improvement Project from Washington to Hydraulic (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On October 21, 2003, the City Council approved the improvement and widening of Pawnee from Washington to Hydraulic. The project will require partial or total acquisition of 21 parcels, of which 15 are single-family residences. The 13th of the 15 residential acquisitions is a 762 square foot single-family residence at 2348 South Greenwood Street. The property is frame construction with two bedrooms and one bath. The property is currently vacant.

Analysis: The property appraised for \$50,000. In addition, the owner is entitled to up to \$22,500 in relocation benefits. The owner has agreed to accept \$50,000 for the property. The improvements will be removed and the site utilized for widening Pawnee, placement of the sidewalk and landscaping.

Financial Considerations: The funding source for the project is General Obligation bonds and Federal monies. A budget of \$78,000 is requested. This includes \$50,000 for the acquisition, \$22,500 for relocation, \$5,000 for demolition and \$500 for title work and closing costs.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that 1) The City Council approve the budget and 2) Authorize all necessary signatures.

Agenda Item No. 12

City of Wichita
City Council Meeting
August 16, 2005

Agenda Report No. 05-0760

TO: Mayor and City Council

SUBJECT: Fidelity Bank Resolutions and Collateral Agreement

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendations: Approve the resolution and agreements.

Background: The City has had an ongoing relationship with Fidelity Bank since 1976 to process and service the Neighborhood Improvement Revolving Loan program transactions. Over the years, this program has transitioned through many departments. As a result some financial documents have either not been initiated or cannot be located. To resolve this, the banking resolutions for your review and approval formally appoint Fidelity Bank as a banking services

provider and authorizes the necessary agreements to be signed. The tri-party collateral agreement is required anytime funds on deposit exceed FDIC insurance amounts.

Analysis: The resolution authorizes the City Manager to enter into agreements and set the terms of the banking arrangements subject to Department of Finance specifications and approval by the Department of Law. It also delegates individual authority with respect to specific duties required for banking transactions and good internal controls.

Financial Considerations: The banking fees associated with this program are borne by the loan participants.

Legal Considerations: The Law Department has reviewed the resolutions and collateral agreement and approved as to form.

Recommendation/Actions: It is recommended that the City Council approve the resolution and collateral agreement and authorize the Mayor to sign.

Agenda Item No. 14

City of Wichita
City Council Meeting
August 16, 2005

Agenda Report No. 05-0761

TO: Mayor and City Council

SUBJECT: Water Supply Plan - Modified

INITIATED BY: Water & Sewer Department

AGENDA: Unfinished Business

Recommendation: Approve the modification to the Water Supply Plan.

Background: On October 3, 2000, the City Council approved and instructed Staff to begin implementation of the Concept Design Plan for the Integrated Local Water Supply Plan. The Integrated Local Water Supply Plan (ILWS) includes the use of a number of local water supply sources that will be used together to meet water supply needs through the year 2050.

Since the plan's approval, Staff has continued to evaluate alternative treatment technologies to see if the use of any would help optimize components of the plan. On March 25, 2003, the City Council approved a Supplemental Agreement with Burns & McDonnell for services necessary to run the computer model to evaluate the results of pilot work on the alternate treatment technologies.

Analysis: Many of the water sources are not firm supplies, in that they are not consistently available, but available periodically. To evaluate whether the supply sources would be adequate to meet future water supply needs, and to determine the combination of sources that would be the most cost-effective, Staff with Burns & McDonnell developed a computerized operations model. Since completion of the ILWS Plan, there have been advances in treatment technology and reductions in the cost of technology, such as ballasted flocculation and reverse osmosis. These present an opportunity to reduce costs.

Following the completion of the Reverse Osmosis Feasibility Study, Burns & McDonnell completed evaluation of the alternatives and included them in an Operations Modeling and Economic Evaluation. The evaluation first considered several alternatives that included the use of water from the Arkansas River, and evaluated whether they would improve water availability. The evaluations assumed using reverse osmosis treatment on water obtained from the river that could be acquired any time flows in the river exceeded 50 cubic feet per second. The same analysis was performed with the assumption that flows in the river had to be at least 100 cubic feet per second before water could be diverted.

Seven (7) scenarios were evaluated with the aide of a computer model to compare impacts on available water supplies during extreme drought conditions. The evaluation determined that the only scenario that improved water supply availability during extreme drought is one that could capture and treat up to 30 million gallons per day (mgd) of river water at a site near 21st Street and Hoover. A water treatment plant is planned at the 21st Street and Hoover site as part of the ILWS Plan.

The modification to the ILWS Plan would include:

1. Ability to divert 30 mgd from the Arkansas River
2. A 30 mgd reverse osmosis treatment plant
3. No changes in the amount of water acquired from Cheney Reservoir
4. An ASR project with a capacity to capture and recharge up to 75 mgd (a reduction of 25 mgd in the size of the ASR project)
5. Acquire 10 mgd from the Bentley wellfield during peak summer days
6. Expansion of 15 mgd in the local wellfield (reduced from original expansion of 45 mgd)
7. Continued water conservation

This scenario includes using the reverse osmosis as the first phase of the anticipated 65 mgd water treatment plant at 21st Street and Hoover, with reverse osmosis being used to treat water from the Equus Beds when river flows are too low to be diverted.

In addition to evaluating the use of reverse osmosis to treat water from the Arkansas River, Staff has been considering and testing other treatment technologies that could be used as part of the ASR project. This evaluation included an economic analysis of the various treatment alternatives that have been considered and tested to determine if they would result in lower costs, as well as the impact of adjusting the quantities of water captured directly from the river, or from diversion wells adjacent to the river.

The original concept was to capture up to 100 mgd from the Little Arkansas River, with 75 mgd captured with diversion wells and 25 mgd captured with a surface water diversion. The evaluation compared the original concept with options to:

1. Capture 10 mgd with wells and 90 mgd with a surface water diversion.
2. Capture 40 mgd with wells and 60 mgd with a surface water diversion.

3. Capture 15 mgd with wells and 60 mgd with a surface water diversion along with 20 mgd of from the Arkansas River (RO treatment)
4. Capture 15 mgd with wells and 60 mgd with a surface water diversion along with 30 mgd of from the Arkansas River (RO treatment)

The analysis included evaluating construction costs of the options and ongoing operation and maintenance costs for the various treatment schemes. This information is best displayed by comparing present value costs for each scheme showing the combination of the construction costs, and the anticipated operation and maintenance costs through the year 2050.

The Operations Modeling and Economic Evaluation considered the impact of arsenic treatment on water diverted from wells. Some of the test wells located near the Little Arkansas River contained native arsenic levels in excess of the new drinking water standard of 10 parts per billion. The analysis included the financial impact if additional treatment is used to remove arsenic before the water is recharged. It was determined that the overall costs of the 40/60 alternative and the 15/60 with 20 mgd of Arkansas River alternative had the lowest costs, with 40/60 alternative being slightly lower, even with arsenic treatment included.

One consideration, not included in the cost evaluation, is access to sites to install the wells adjacent to the river. To implement the original 75/25 option, approximately 53 wells would need to be installed along the Little Arkansas River. The 40/60 option reduces the number of required wells to approximately 28. A reduction in well sites will provide flexibility in selecting and negotiating for sites and help reduce opposition by agricultural producers in the project area, consequently, reducing acquisition costs.

The recommended revision is based on the analysis in the Operations Modeling and Economic Evaluation and the conditions in the MOU with the Groundwater Management District. Staff recommends that the ILWS Plan be modified to pursue the 40/60 option, with Phase 2 of the ASR based on capturing and recharging 30 mgd of surface water. Also recommended is that reverse osmosis technology be re-evaluated, prior to Phase 3 of the ASR project, to determine if advances in technology improve the cost-effectiveness of reverse osmosis treatment.

Financial Considerations: Costs for the original 75/25 and 40/60 ASR plans are essentially the same, at \$137 million and \$138 million respectively, if arsenic treatment is not needed. If arsenic treatment is required, the 75/25 plan will increase by approximately \$21 million, the 40/60 plan by \$12 million.

The Capital Improvement Program includes \$7 million in 2005 and \$22.88 million in 2006 for W-549, Water Supply Plan. The estimated cost for the portion of the ILWS Plan, as outlined for the next two years, is \$17 million.

Legal Considerations: There are no legal considerations.

Recommendations/Actions: It is recommended that City Council: 1) receive and file the Operations Modeling and Economic Evaluation; 2) approve the modification of the Integrated Local Water Supply Plan; 3) approve the expenditures; 4) adopt the Resolution; and 5) authorize the necessary signatures.

Agenda Item No. 15

City of Wichita
City Council Meeting
August 16, 2005

Agenda Report No. 05-0762

TO: Mayor and City Council

SUBJECT: Amendment of Industrial Revenue Bond Documents
(Buttonwood Tree Apartments) (District II)

INITIATED BY: City Manager's Office

AGENDA: New business

Recommendation: Place on first reading the Ordinance approving amendments to the financing documents.

Background: In April 2002, the City Council approved the issuance of its Multi-Family Housing Revenue Bonds in the amount of \$7,750,000 for the purpose of acquiring and rehabilitating an existing 216-unit apartment project known as Buttonwood Tree Apartments, located at 9211 East Harry in southeast Wichita. The Bonds were sold in a private placement. The City Council also approved the developer's application for Low-Income Housing Tax Credits in connection with the Project. The Project was leased to Buttonwood Tree Apartments, LLC (the "Company") and the Company's obligations under the Bond Lease were additionally secured by a note and mortgage in favor of the City. In connection with the financing, the Company entered into a Repair Agreement with the Bondholder Representative and mortgage loan servicer that provided that certain repairs would be made to the property and certain other conditions would be met prior to an expected conversion of the note to permanent financing terms.

Analysis: Although the Project has been acquired and rehabilitated by the Company and is being operated as an affordable housing project, the Company has failed to meet all the conditions to conversion contained within the Repair Agreement and is therefore in technical default under the financing documents. The Bondholder Representative has negotiated a workout agreement with the Company which includes interest rate modifications, an extension of the conversion date to August 1, 2007, and removal of the original managing member of the Company and its replacement by Affordable Multi-Family, LLC, as affiliate of the tax credit investor limited partner. In connection with the workout, the Company and Bondholder Representative are requesting that the City amend the Bond Indenture to modify the interest rate on the Bonds and consent to conforming modifications to the other financing documents and an amendment to the mortgage note.

Financial Considerations: There is no financial impact on the City resulting from the amendment.

Legal Considerations: The City Attorney's Office has reviewed and approved the Ordinance and amending documents as to form.

Recommendations/Actions: It is recommended that the City Council place on first reading the Ordinance approving the requested amendments, and authorize the necessary signatures.

Agenda Item No. 16

City of Wichita
City Council Meeting
August 16, 2005

Agenda Report No. 05-0763

TO: Mayor and City Council Members

SUBJECT: Improvement to Intersection of Ridge at Maple (District V)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendations: Approve the project.

Background: The 2005-2014 Capital Improvement Program adopted by the City Council includes a project to improve the intersection of Ridge at Maple. District V Advisory Board sponsored a May 3, 2004 neighborhood hearing on the project. The Board voted 6-0 to recommend approval of the project.

Analysis: The project will provide dual left turn lanes at all four approaches to the intersection. The traffic signal system will be upgraded.

Financial Considerations: The estimated project cost is \$1,700,000 with \$500,000 paid by the City and \$1,200,000 by Federal Grants administered by the Kansas Department of Transportation. The funding source for the City share is General Obligation Bonds.

Legal Considerations: The Law Department has approved the authorizing Ordinance as to legal form.

Recommendation/Actions: It is recommended that the City Council approve the project, place the Ordinance on First Reading, and authorize the signing of State/Federal agreements as required.

Agenda Item No. 17

City of Wichita
City Council Meeting

August 16, 2005

Agenda Report No. 05-0764

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Sanitary Sewer to serve an area located north of 31st St. North, east of hood (District VI)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the Petition.

Background: The signatures on the Petition represent 2 of 3 (66.67%) resident owners and 45.9% of the improvement district area. District VI Advisory Board sponsored a July 20, 2005, neighborhood hearing on the project. The board voted 10-0 to recommend approval of the project.

Analysis: The project will construct a sanitary sewer for a residential area that is currently served by private septic tank systems.

Financial Considerations: The estimated project cost is \$18,000 with the total assessed to the improvement district. The method of assessment is the fractional basis. The estimated assessment to individual properties is \$9,000 per lot.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition and adopt the Resolution.

Agenda Item No. 18

City of Wichita
City Council Meeting
August 16, 2005

Agenda Report No. 05-0765

TO: Mayor and City Council

SUBJECT: Public Hearing; Resolution of Support for Low Income Housing Tax Credit Application, Keystone Apartments (District III)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Adopt the resolution of support.

Background: The City has received a request from Midwest Ventures, LLC (Midwest), for a City Council resolution of support for its application for Low-Income Housing Tax Credits in connection with the renovation of the Keystone Apartments. The State of Kansas requires developers/owners to obtain a resolution of support from the local government, when submitting applications for financing through the Low-Income Housing Tax Credit Program.

Under the City's adopted Low-Income Housing Tax Credit (LIHTC) policy, developers/owners must present proposed LIHTC projects to the applicable District Advisory Board (DAB). The policy requires a subsequent review by the Housing Advisory Board (HAB) and the City's Development Coordinating Committee (DCC). The Planning Department and the Office of Central Inspection (OCI) also review the project for design appropriateness. Once the project is reviewed and approved by the DAB, the HAB, DCC, Planning and OCI, it is forwarded to the City Council for a public hearing, with a staff recommendation regarding the resolution of support for the LIHTC application.

On April 19, 2005, at the request of Midwest, the City Council adopted a resolution of support for a proposed LIHTC project involving a "Phase I" renovation of one-half of the units within the Keystone complex. The Council adopted the resolution following review and recommendation for approval by DAB III on March 2, 2005, the HAB, OCI and the Planning Department, in accordance with the City's LIHTC Policy. Midwest submitted an application for the tax credits but did not receive an allocation during the first round application process. The Kansas Housing Resources Corporation, administrator of the State of Kansas' LIHTC program, encouraged Midwest to re-submit its application, and recommended an increase in the project scope to include renovation of the entire apartment complex, which consists of 180 units.

Analysis: The Keystone Apartments are located at 758 S. Sylvan Lane, directly north of Southeast High School. The apartment community offers one and two bedroom apartments in four-plex style structures.

The City's Low Income Housing Tax Credit Policy requires a set-aside of 20% of the units (36 total units) for market rate tenants. Midwest Ventures has agreed to comply with this requirement. Thus, the LIHTC application will provide funding toward renovation of 144 units. The proposed renovation will include replacement of exterior siding, windows and doors, roof repair, complete interior remodeling, and resurfacing of the parking lots.

The modified project plan has been reviewed by the Housing and Community Services Department. DAB III voted to approve a recommendation for adoption of the resolution of support by a 9-2 vote during its August 3, 2005 meeting. The HAB and the DCC continue to be supportive of the project.

Financial Considerations: The total project cost is estimated to be \$1,630,550. The applicant intends to finance the project utilizing funding from the sale of the tax credits in the approximate amount of \$1,135,940. The balance of the construction cost will be financed with a private bank

loan in the approximate amount of \$393,812, and the owner's equity investment. The City will not directly participate in the financing of the project.

Legal Considerations: In accordance with City Council Resolution No. R-95-479, Midwest has notified property owners within 200 feet of the proposed project, in order to allow them the opportunity to provide comment to the City Council regarding the project. This resolution also requires that the Council hold a public hearing. Upon closing the public hearing, the Council may vote on a motion to approve the resolution of support for the application of low-income housing tax credits. The resolution document has been approved as to form by the City Law Department.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolution of support for the Midwest application for Low-Income Housing Tax Credits, and authorize the necessary signatures.

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING SUPPORT FOR AN APPLICATION FOR LOW INCOME TAX CREDITS, AS REQUIRED BY THE STATE OF KANSAS.

WHEREAS, Midwest ventures L.L.C. is seeking a Low Income Housing Tax Credits award from the Kansas Housing Resources Corporation for the purpose of rehabilitating 144 apartment units for low-income households on a site legally described as follows:

All of Blocks 1 and 4, and the East one-half of Blocks 2 and 3, Beverley Terrace Addition to Wichita, Sedgwick County, Kansas

WHEREAS, the City of Wichita is in need of affordable housing and this project will help to meet that need.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

That the City Council supports the application by Midwest Ventures LLC to seek an allocation of Low Income Housing Tax Credits to enable it to rehabilitate 144 apartment units for low-income households, in Wichita, Kansas and that this resolution is effective until the units are completed. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this 16 day of August_____, 2005.

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, City Attorney

Agenda Item No. 19

City of Wichita
City Council Meeting
August 16, 2005

Agenda Report No. 05-0766

TO: Mayor and City Council

SUBJECT: Public Hearing; Resolution of Support for Low Income Housing Tax
Credit Application, Windridge Apartments (District IV)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Adopt the resolution of support.

Background: The City has received a request from Michaels Development Company (MDC) for a City Council resolution of support for its application for Low-Income Housing Tax Credits in connection with the acquisition and renovation of the Windridge Apartments. The State of Kansas requires developers/owners to obtain a resolution of support from the local government, when submitting applications for financing through the Low-Income Housing Tax Credit Program.

Under the City's adopted Low-Income Housing Tax Credit (LIHTC) policy, developers/owners must present proposed LIHTC projects to the applicable District Advisory Board (DAB). The policy requires a subsequent review by the Housing Advisory Board (HAB) and the City's Development Coordinating Committee (DCC). The Planning Department and the Office of Central Inspection (OCI) will also review the project for design appropriateness. Once the project is reviewed and approved by the DAB, the HAB, DCC, Planning and OCI, it is forwarded to the City Council for a public hearing, with a staff recommendation regarding the resolution of support for the LIHTC application.

Analysis: MDC proposes to acquire and renovate the Windridge Apartments, which are located at 2502 Wildwood Street. The apartment complex offers 136 units of one, two, three and four bedroom apartments. Amenities include common area playgrounds and a clubhouse. The project is currently subsidized under a project-based Section 8 rental assistance contract with the

U.S. Department of Housing and Urban Development (HUD). Families occupying the apartments receive monthly rental assistance, based on household income level. The apartments were originally constructed in 1969, and then renovated in 1987 with funding provided through the Housing Tax Credit Program. The project has always been 100% subsidized.

The City's Low Income Housing Tax Credit Policy requires a set-aside of 20% of the units (in this case, 27 total units) for market rate tenants. MDC is asking for a waiver of this requirement. The tax credit policy allows for a reduction in market rate units if the project is to be occupied by special needs populations, or if there are extenuating circumstances, or if market conditions support a deviation from the guideline. In this case, the developer is asking for a waiver due to market conditions. According to the Market Conditions and Project Evaluation summary prepared by Novogradac and Company, units offered as market-rate would not be successful unless the entire project was re-positioned as a market-rate development. In addition, given the current surplus of market-rate product in the vicinity, it is unlikely that the project could attract market-rate tenants. Thus, rent levels for market-rate units would have to be positioned low in order to attract market-rate tenants. Should rent amounts for 20% of the units be reduced without the benefit of financing under the tax credit program, the financial viability of the project could be compromised.

The proposed renovation of the apartments will include plumbing and HVAC upgrades, new kitchen and bathroom cabinets/countertops/sinks, new flooring, new windows and roof repair. The "hard cost" of the renovation is expected to be \$2,705,300.

As required by the tax credit policy, OCI and the Planning Department have reviewed the proposed project. Additional landscaping will be required along the public streets, and new tree plantings in the open space/common areas. There will also be some requirements for the upgrading of parking and accessible routes to assure ADA parking access to ADA apartments/buildings/units, and to common areas, such as the clubhouse and the office.

The District IV Advisory Board approved a recommendation of adoption of a resolution of support for the project during its July 6, 2005 meeting, by a 7-0 vote. The HAB also approved recommendation of adoption of a resolution during its July 20, 2005 meeting, by a 7-0 vote. The DCC has also recommended adoption of the resolution.

It should also be noted that the City Council approved adoption of a resolution of support for this project on March 16, 2004, however the investor/developer did not pursue the project.

Financial Considerations: The total project cost is estimated to be approximately \$9,225,851, including an acquisition cost of \$4,500,000, renovation costs of \$2,705,300, and project "soft" costs in the amount of \$2,020,551. Project "soft" costs include architectural fees, relocation expenses, market studies, loan fees, developer fees, project reserves, etc. The applicant intends to finance the project utilizing proceeds from the sale of tax credits in the amount of \$4,386,101, a permanent loan in the amount of \$3,823,013, a seller's note in the amount of \$577,326, and interim income and reserve balances in the total amount of \$439,411.

Rent amounts, net of utilities, for the apartments, are as follows: One-Bedroom, \$400; Two-Bedroom, \$525; Three-Bedroom, \$625; Four-Bedroom, \$725.

Legal Considerations: In accordance with City Council Resolution No. R-95-479, TRC has notified property owners within 200 feet of the proposed project, in order to allow them the opportunity to provide comment to the City Council regarding the project. City Council Resolution No. R-95-479 also requires that the City Council hold a public hearing. Upon closing the public hearing, the Council may vote on a motion to approve the resolution of support for the application of low-income housing tax credits. The resolution document has been approved as to form by the City Law Department.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolution of support for the MDC application for Low-Income Housing Tax Credits with waiver of the 20% market-rate requirement, and authorize the necessary signatures.

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING SUPPORT FOR AN APPLICATION FOR LOW INCOME TAX CREDITS, AS REQUIRED BY THE STATE OF KANSAS.

WHEREAS, Windridge Apartments Associates, LP, an affiliate of the Michaels Development Company is seeking a Low Income Housing Tax Credits award from the Kansas Housing Resources Corporation for the purpose of acquiring and rehabilitating 136 apartment units for low-income households on a site legally described as follows:

Lots 1 through 21, Block 1 in Meridian Village, Wichita, Sedgwick County, Kansas and Lots 1 through 14, Block 2, in Meridian Village, Wichita, Sedgwick County, Kansas.

WHEREAS, the City of Wichita is in need of affordable housing and this project will help to meet that need.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

That the City Council supports the application by Windridge Apartments Associates, LP, an affiliate of the Michaels Development Company, to seek an allocation of Low Income Housing Tax Credits to enable it to acquire and rehabilitate 136 apartment units for low-income households, in Wichita, Kansas and that this resolution is effective until the units are completed. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this 16 day of August, 2005.

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, City Attorney

Agenda Item No. 20

City of Wichita
City Council Meeting
August 16, 2005
Agenda Report No. 05-0767

TO: Mayor and City Council Members

SUBJECT: Special Liquor Tax Fund Allocations

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve funding allocations and development of provider contract/contract renewals based on those allocations.

Background: At its March 18, 2004 meeting the City Council authorized the issuance of a competitive Special Liquor Tax Request for Proposals (RFP) for the funding of 2005 calendar year projects. City staff issued a comprehensive RFP, which incorporated the City Council's guidelines for funding established at its December 1999 meeting, and solicited proposals in four categories: (1) alcohol and substance prevention and treatment programs; (2) detoxification programs; (3) case management programs; and (4) innovative projects. At its November 9, 2004 meeting the City Council acted on Coalition recommendations and selected seventeen (17) programs for funding in 2005. The contracts are written to be renewable contingent on funding and performance.

At its May 24, 2005 Workshop, the City Council received a presentation on Special Liquor Tax issues and programs. Council Members were asked to provide policy direction on the allocation of funding to providers, including both treatment and prevention programs, funding for administrative services, the role of the Special Liquor Tax Coalition and the needs of the community. Based upon the workshop discussion, staff will continue to utilize the Special Liquor Tax Coalition to assess needs and make funding recommendations to the City Council on both prevention and treatment programs that serve various age, ethnic and gender groups. Additionally, programs will be required to successfully perform as evidenced through outcome-based measurements.

Analysis: Staff of COMCARE, which is the outside fund administrator, has conducted current program monitoring with all programs successfully meeting their outcomes and has reviewed

first and second quarter outcome results with the Coalition. The consensus of Coalition members, based on these programs successfully meeting their specified program outcomes, is to recommend renewal of the program contracts for 2006.

Wichita ACTS, Inc. has been providing community-based case management services to at-risk youth and their families since 1995. Program outcomes addressed include reducing the number of unexcused hours of school attendance, reducing the number of out of school suspensions, and increasing GPA levels. Using these criteria, 80% of the students exiting the Wichita ACTS program during 2005 have done so successfully. A Wichita ACTS, Inc. funding provider has discontinued its funding and now ACTS has a significant funding shortfall that threatens their existence. The organization has approached the City and requested funding for a twelve-week life skills program that will take place in the schools and a Parenting Wisely Program conducted in students' homes. ACTS anticipates serving 250 students per year and outcome measurements will be used to document the success of the program in meeting substance abuse prevention goals.

The Council is being requested to approve 2006 contract renewals with the seventeen currently funded programs and to allocate \$50,000 in 2005 Special Liquor Tax contingency funding for a 16-month contract with the Wichita Acts Program. If approved all contracts will run through December 31, 2006.

Agency	2005 Funding	Level	2006 Recommended Funding
Behavioral Health Center	\$ 98,865		\$ 98,865
Big Brothers/Big Sisters	\$ 73,400		\$ 73,400
Center for Health and Wellness		\$ 105,527	\$ 105,527
Communities in Schools	\$ 31,652		\$ 31,652
Friends of Recovery	\$ 10,000		\$ 10,000
Knox Center	\$ 34,215	\$ 34,215	
Mental Health Association/Pathways	\$ 42,000		\$ 42,000
Indian Alcohol Treatment Services (IATS)	\$ 48,870		\$ 48,870
Miracles, Children's Prevention		\$ 71,800	\$ 71,800
Miracles, Case Management	\$ 150,000		\$ 150,000
Parallax, Detox.	\$ 275,870		\$ 275,870
Parallax, Chronic Relapse	\$ 109,410		\$ 109,410
Regional Prevention Center	\$ 149,070		\$ 149,070
Tiyospaye/Pueblo	\$ 70,000		\$ 70,000
Tiyospaye/CBC	\$ 68,535		\$ 68,535
Youth Development Services/Challenge Club			\$ 33,530
SACK	\$ 70,236	\$ 70,236	
Wichita ACTS	\$ 0	\$ 50,000	
Totals	\$1,442,980	\$1,492,980	

Financial Considerations: 2005/2006 funding will be available in the Special Liquor Tax Fund to contract with providers for the eighteen (18) recommended programs totaling \$1,492,980. These allocations fully obligate anticipated Special Liquor Tax revenue. The contracts will not obligate general fund monies.

Legal Considerations: Approval as to form by the Department of Law will be obtained prior to the execution of the 2005/2006 Special Liquor Tax provider contract and contract renewals.

Recommendation/Action: Approve 2005/2006 funding allocations, approve development of provider contract/contract renewals based on those allocations, and authorize necessary contract signatures and budget transfers.

Agenda Item No. 21

City of Wichita
City Council Meeting
August 16, 2005

Agenda Report No. 05-0768

TO: Mayor and City Council

SUBJECT: ZON2005-00028 – Zone change to “LC” Limited Commercial and amendment to Protective Overlay #11 on property zoned “GO” General Office. Generally located north of Maple and west of 135th Street West. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approved, vote (10-0).

MAPD Staff Recommendations: Approved.

DAB Recommendations: Not applicable.

Background: The applicant is requesting a zone change to “LC” Limited Commercial and an amendment to Protective Overlay (P-O) #11 on platted property currently zoned “GO” General Office. The subject property is located on the north side of Maple, approximately 300 feet west of 135th Street West. The objective of the zone change and P-O amendment is to allow for a 130 square foot sign for a banking facility. A previous Conditional Use on this property (CON2003-16) permitted the bank facility in GO zoning, and a previous amendment to P-O #11 (ZON2003-26) allowed for bank and office uses. Under existing GO zoning, this site is limited to 32 square feet of signage per tenant. The applicant desires a 130 square foot sign. LC zoning on this site without a P-O would permit signage up to 160 square feet.

The applicant is not requesting changes to other provisions of the protective overlay. Existing provisions of P-O #11 require monument signs limited to 20 feet in height, limit light poles to 14 feet in height and restrict the amount of building lighting, requires additional landscaping, requires building materials with architectural compatibility and use of materials similar to surrounding residential uses and limits building height to 35 feet and two stories with the second story limited to 25 percent of the total building floor area. P-O #11 also limits the use of the property to: office, general; medical service; and bank or financial institution with a drive-through window.

The property to the east is developed with a brick medical office building. West of the site is a single-family residential subdivision. The property to the south is zoned "LC" Limited Commercial (DP-225 Auburn Hills Commercial C.U.P.) and developed with neighborhood commercial uses, including a drive-through bank. The northeast and southeast corners of the intersection of 135th Street West and Maple are zoned "LC" with a grocery store, other retail and vacant commercial land. The surrounding area beyond the commercial uses at the intersection are zoned "SF-5" Single-family residential and being developed with single-family uses except for the Auburn Hills Golf Course to the south.

Analysis: The MAPC heard this request on July 14, 2005. No members of the public chose to speak at this public hearing. The action of the MAPC was to approve (10-0) the zone change request and amendment to P-O #11, subject to staff recommended conditions.

Financial Considerations: None.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Concur with the findings of the MAPC and approve the first reading of the ordinance establishing the zone change to "LC" Limited Commercial and amending P-O #11; or
2. Return the application to MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the members of the governing body on the first hearing.)

(150004) Published in The Wichita Eagle on _____
ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2005-00028

Request for Zone change to "LC" Limited Commercial and amendment to Protective Overlay #11 on property zoned "GO" General Office, on property described as:

Lot 2, Riverside Health System Addition, Wichita, Sedgwick County, Kansas. Generally located north of Maple and west of 135th Street West.

SUBJECT TO THE FOLLOWING PROVISIONS OF AMENDED PROTECTIVE OVERLAY DISTRICT #11:

- A. All freestanding signs must be monument type. Freestanding monument signs shall be limited to no more than 20 feet in height and 130 square feet.
- B. Light Poles must be limited to a maximum height of 14 feet.
- C. Extensive use of backlit canopies and neon or fluorescent tube lighting on buildings is not permitted.
- D. Landscaping shall comply with the Landscape Ordinance of the City, except that requirements for street yard landscaping and buffer strip trees must be calculated at 1.5 times the minimum ordinance requirements.
- E. All buildings on the site must share similar architectural character, color, texture, and the same predominate exterior building material. Building walls and roofs must have predominantly earth-tone colors, with vivid colors limited to incidental accent, and must employ materials similar to surrounding residential areas.
- F. The administrative adjustment provisions of the Wichita-Sedgwick County Unified Zoning Code, Section V-E.14 shall apply to the protective overlay.
- G. The use of this property shall be limited to office uses, medical office uses, and a bank with drive-through window.
- H. All buildings shall be limited to 35 feet in height, and 2 stories in height with the second story limited to 25% of the total building floor area.
- I. The west 48 feet of Lot 1, Riverside Health System Addition, shall be added to P-O #11 and removed from P-O #1.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carlos Mayans - Mayor
ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

Agenda Item No. 22

City of Wichita
City Council Meeting
August 16, 2005

Agenda Report No. 05-0769

TO: Mayor and City Council

SUBJECT: VAC2005-00024 Request to vacate the restriction of uses in Reserve E for Forest Lakes West Addition, generally located north of 29th Street North and east of Tyler Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (Unanimously).

Background: The applicant is requesting consideration for the vacation of the restriction of uses in the plat's text for platted Reserve E, Forest Lakes West Addition. The uses that have been set-aside for Reserve E include: drainage purposes, landscaping, irrigation systems, entry monuments, pedestrian improvements and utilities confined to easements. The applicant requests the vacation to allow the additional uses of a neighborhood pool, a parking lot and a restroom/pump house while retaining the existing allowed uses in Reserve E. There are no manholes or sewer and water lines in the reserve. There is a 150-foot KGE/Westar easement in Reserve E. The Forest Lakes West Addition was recorded with the Register of Deeds on October 16, 1997.

Analysis: The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: None.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Agenda Item No. 23

City of Wichita
City Council Meeting
August 16, 2005

Agenda Report No. 05-0770

TO: Mayor and City Council

SUBJECT: VAC2005-00025 Request to vacate a portion of public street right-of-way, generally located on the north side of 55th Street South and west of the Wichita-Valley Center Floodway easement.
(City of Wichita three-mile ring subdivision jurisdiction)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (Unanimously).

Background: The applicant proposes closing this unimproved portion of West Street, located north of its intersection with 55th Street South, to control access onto the abutting properties and eliminate illegal dumping. This portion of West Street right-of-way (ROW) dead-ends on its north side against the Wichita-Valley Center Flood Control easement. There are no plans to extend West Street across the Wichita-Valley Center Flood Control easement. There are no manholes, sewer or water lines in the ROW. Westar has equipment in the ROW. Public Works uses the ROW as access to the Wichita-Valley Center Flood Control easement. If the vacated ROW is gated, access must be provided for utilities, Public Works and Fire. West Street at this location is an unimproved Waco Township road.

This site is located in an unincorporated portion of Sedgwick County (District #2) and within the City of Wichita's 3-mile ring jurisdiction. This triggers the requirement that the Wichita City

Council must first consider the vacation request before it proceeds to the Sedgwick County Board of County Commissioners for final action.

Analysis: The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: None.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds, retain the vacated portion of ROW as an ingress-egress easement and a utility easement.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Agenda Item No. 24

City of Wichita
City Council Meeting
August 16, 2005

Agenda Report No. 05-0771

TO: Mayor and City Council Members

SUBJECT: SUB 2003-84 -- Plat of Twin Lakes Addition, Located on the South Side of 21st Street North and on the East Side of Amidon. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (8-0)

Background: This site, consisting of eight lots on 24.45 acres, is a replat of a portion of the Lakeview Estates and the Lakeview Addition and is located within Wichita's city limits. A zone change (ZON 2003-25) from LC, Limited Commercial District; B, Multi-Family Residential District; GC, General Commercial District and GO, General Office District to LC, Limited Commercial District has been approved for this site. The site is also subject to the Twin Lakes Shopping Center Community Unit Plan (CUP 2003-25, DP-3). A Notice of Community Unit Plan (CUP) Certificate has been submitted.

Analysis: Petitions, all 100 percent, and a Certificate of Petitions have been submitted for sanitary sewer, left and right-turn lane, accel/decel lane and traffic signalization improvements.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days. Publication of the Ordinance should be withheld until such time as the plat is recorded with the Register of Deeds.

Financial Consideration: None.

Legal Considerations: The CUP Certificate and Certificate of Petitions will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and approve first reading of the Ordinance.

Agenda Item No. 25

City of Wichita
City Council Meeting
August 16, 2005

Agenda Report No. 05-0772

TO: Mayor and City Council Members

SUBJECT: SUB 2005-12 -- Plat of Falcon Falls Second Addition, Located North of 45th Street North and West of Hillside. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)

Background: This site, consisting of 188 lots on 77.35 acres, is located within Wichita's city limits and is zoned SF-5, Single-Family Residential District.

Analysis: Petitions, 100 percent, and a Certificate of Petitions were submitted for sewer, water, paving, drainage and left-turn lane improvements. Restrictive Covenants were submitted to 1) provide four off-street parking spaces per dwelling unit on each lot that abuts a 58-foot street, and 2) provide for the creation of a lot owners' association for the ownership and maintenance of the proposed reserves.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Legal Considerations: The Certificate of Petitions and Restrictive Covenants will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

Agenda Item No. 26

City of Wichita
City Council Meeting
August 16, 2005

Agenda Report No. 05-0773

TO: Mayor and City Council Members

SUBJECT: SUB 2005-52 -- Plat of Prairie Breeze Estates Addition, Located on the North Side of 39th Street South and West of Webb Road.

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (7-5)

The five Planning Commissioners that voted in opposition had concerns regarding lot sizes and drainage. A number of people spoke in opposition to the plat stating that the proposed one-acre lots do not fit in with the larger existing lot pattern. Opponents also expressed concern over existing drainage problems, and the impact water wells would have on their wells.

Background: This unplatted site, consisting of 28 one-acre lots on 34 acres, is located in the County, but within three miles of Wichita's city limits and is zoned SF-20, Single-family Residential District.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for future sewer and water improvements. Paving improvements will be handled by the County. County Code Enforcement has approved the use of an on-site alternative sewer system.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Financial Considerations: None.

Legal Considerations: The Certificate of Petitions will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the document and plat, authorize the necessary signatures and adopt the Resolutions.

Agenda Item No. 27

City of Wichita
City Council Meeting
August 16, 2005

Agenda Report No. 05-0774

TO: Mayor and City Council Members

SUBJECT: SUB 2005-53 -- Plat of Remington Place Fourth Addition, Located South of 21st Street North and East of Webb Road. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: This site, consisting of four lots on 1.76 acres, is a replat of a portion of Remington Place Third Addition and is located within Wichita's city limits. This site is zoned SF-5, Single-family Residential District.

Analysis: Municipal services are available to serve the site. A Restrictive Covenant was submitted to provide four off-street parking spaces per dwelling unit on each lot that abuts a 32-foot street. The Covenant also provides for the continued ownership and maintenance of previously platted reserves in Remington Place Third Addition. This site proposes platting narrow street right-of-way with adjacent 15-foot street, drainage and utility easements; therefore, the Restrictive Covenant outlines restrictions for lot-owner use of the easements.

This site is within the noise impact area of Colonel James Jabara Airport; therefore, an Avigational Easement and a Restrictive Covenant were submitted to assure that adequate construction methods will be used to minimize the effects of noise pollution in the habitable structures constructed on subject property.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Financial Consideration: None.

Legal Considerations: The Avigational Easement and Restrictive Covenants will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat and authorize the necessary signatures.

Agenda Item No. 28

City of Wichita
City Council Meeting
August 16, 2005

Agenda Report No. 05-0775

TO: Mayor and City Council Members

SUBJECT: SUB 2005-64 -- Plat of Tyler's Landing Third Addition, Located on the South Side of 37th Street North and East of Tyler Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)

Background: This site, consisting of 161 lots on 59.45 acres, is located within Wichita's city limits and is zoned SF-5, Single-family Residential District.

Analysis: Petitions, 100 percent and a Certificate of Petitions were submitted for sewer, water, paving and drainage improvements. Restrictive Covenants were submitted to 1) provide four off-street parking spaces per dwelling unit on each lot that abuts a 58-foot street, and 2) provide for the creation of a homeowners' association for the ownership and maintenance of the proposed reserves.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Financial Consideration: None.

Legal Considerations: The Certificate of Petitions and Restrictive Covenants will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

Agenda Item No. 29

City of Wichita
City Council Meeting
August 16, 2005

Agenda Report No. 05-0776

TO: Mayor and City Council Members

SUBJECT: DED 2005-20 -- Dedication of Street Right-of-Way, Located South of Central and West of 127th Street East. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

MAPC Recommendation: Accept the Dedication. (12-0)

Background: This dedication is associated with a lot split case (SUB 2004-129), and is for ten feet of additional street right-of-way along Jackson Heights Avenue. This dedication is contingent upon the widening of Jackson Avenue.

Analysis: The Dedication has been reviewed and approved by the Planning Commission.

Financial Consideration: None.

Legal Consideration: The Dedication will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.

Agenda Item No. 30

City of Wichita
City Council Meeting
August 16, 2005

Agenda Report No. 05-0777

TO: Mayor and City Council Members

SUBJECT: DED 2005-21: Dedication of a Utility Easement and DED 2005-22: Dedication of Street Right-of-Way for Property Located on the North Side of 21st Street North and West of Hillside. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

MAPC Recommendation: Accept the Dedication. (12-0)

Background: The dedications are associated with Lot Split No. SUB 2004-68, and are for construction and maintenance of public utilities and additional street right-of-way along 21st Street.

Analysis: The Dedications have been reviewed and approved by the Planning Commission.

Financial Consideration: None.

Legal Consideration: The Dedications will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedications.

Agenda Item No. 31

City of Wichita
City Council Meeting
August 16, 2005

Agenda Report No. 05-0778

TO: Wichita Airport Authority

SUBJECT: Supplemental Agreement No. 6 – Skycap Services

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: Harrison Armstrong manages the skycap operation on Wichita Mid-Continent Airport as an independent contractor. Mr. Armstrong is responsible for managing the program, maintaining adequate staffing, and providing baggage handling and passenger assistance services to the general public on a daily basis.

Analysis: Wichita Mid-Continent Airport serves approximately 1.5 million passengers each year. Provision of skycaps to assist travelers is a service that Wichita's travelers have come to appreciate. Typically, this level of service is featured at larger airports. Although the airlines are not in a position to provide skycaps, it is recommended that the airport expend the effort and assist in providing this service to the traveling public.

Financial Considerations: Cost to the WAA for the management of this program is \$31,666 per year. The agreement is for a two-year period, and then month-to-month thereafter. In the event

increased coverage is required, an additional \$3,000 per year is provided for in this supplement, which will allow adjustment of the established rate, if the increase can be substantiated.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Supplemental Agreement; and authorize the necessary signatures.

08/16/05TermPaymentTo ContractorOther Terms SUPPLEMENTAL AGREEMENT NO.

6By and BetweenTHE WICHITA AIRPORT AUTHORITYandHARRISON

ARMSTRONGforIndependent Skycap ServicesThis SUPPLEMENTAL AGREEMENT NO. 6, made and entered into this August 16, 2005, by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as "Authority", and HARRISON ARMSTRONG, an individual, hereinafter referred to as the

"Contractor".WITNESSETH:WHEREAS, the parties hereto have heretofore entered into an Agreement dated December 2, 1996, and Supplemental Agreements No. 1 through 5, with the most recent supplement dated April 20, 2004; for providing baggage handling and passenger assistance services to the traveling public using Wichita Mid-Continent Airport; and WHEREAS, the parties hereto are now desirous of amending this Agreement for adjusting the compensation and extending the Agreement;NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties agree as follows:1. This Agreement shall be extended for a period of two years from March 1, 2005 through February 28, 2007. Commencing March 1, 2007, the Agreement shall continue on a month-to-month basis, until either party gives written notice to the other party not less than 15 days prior to the termination of the Agreement, of its desire to terminate the Agreement.2. Section 5, "Payment to Contractor", of the original Agreement, as amended by Supplemental Agreement No. 5, shall be amended to adjust the payment to Contractor to Eighty-six Dollars and Seventy-six Cents (\$86.76) per day, commencing March 1, 2005 through February 28, 2006. This amount may be adjusted March 1, 2006 based upon the activity level of the previous year. Throughout the term of the Agreement, the amount may be adjusted by letter agreement if additional hours are required to accommodate increased air service activity. However, any adjustment, if required, shall not exceed an accumulated total of \$3,000 per year.3. It is understood and agreed that except as modified herein, all of the other terms and conditions of the original agreement, as amended, shall remain in full force and effect.IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ATTEST: THE WICHITA AIRPORT AUTHORITY

WICHITA, KANSAS

By direction of the Wichita Airport Authority

By _____ By

Karen Sublett, City Clerk

Carlos Mayans,

Mayor

"AUTHORITY"

ATTEST: HARRISON ARMSTRONG

By

By _____

Title _____

Title

"CONTRACTOR"APPROVED AS TO FORM: _____ Date:

Director of Law

Agenda Item No. 32

CITY OF WICHITA
City Council Meeting
August 16, 2005

Agenda Report No. 05-0779

TO: Wichita Airport Authority

SUBJECT: Payment of Condemnation Award (Case No. 05 CV 686)—Mid-Continent
Airport Runway Protection. (District IV)

INITIATED BY: Law Department

AGENDA: Airport (consent)

Recommendation: Authorize payment of the appraisers' award, together with appraisers' fees and court costs.

Background: The Airport Authority has identified the need to acquire a tract of land located south of Mid-Continent Airport in order to provide necessary runway protection as required by the FAA. This tract of land (53.22 acres) is owned by Roger and Marsh Haag. Earlier this year the City initiated eminent domain proceedings to acquire this property. On July 25, 2005, the court appointed appraisers filed their award. They determined the compensation to be paid for the acquisition of the property to be \$1,665,000.00. The court awarded the three appraisers fees in the amount of \$4,000.00 each. Court costs are \$111.

Analysis: In order for the Airport Authority to acquire this property, it must pay the award, together with fees and costs, to the Clerk of the District Court on or before August 24, 2005.

Financial Considerations: A budget of \$1,685,000 is requested for the acquisition and administration costs. The costs of acquiring this property will be paid with Passenger Facility Funds.

Legal Considerations: The Airport Authority has until August 24, 2005, to decide whether or not to acquire the property. If payment is not made to the Clerk by that date, the eminent domain is deemed abandoned.

Recommendations/Actions: Authorize payment to the Clerk of the District Court in the amount of \$1,677,111.00 for acquisition of property interests condemned in Case No. 05 CV 686.

Agenda Item No. 33

CITY OF WICHITA
City Council Meeting
August 16, 2005

Agenda Report No. 05-0780

TO: Wichita Airport Authority

SUBJECT: Acquisition of 6916 Montezuma for Wichita Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (consent)

Recommendation: Approve the acquisition.

Background: The Mid-Continent Airport master plan indicates the acquisition of real estate within the boundaries of West Harry Street, Ridge Road, Airport Road and Mariposa for airport related development. The property located at 6916 Montezuma lies within this boundary, and is zoned Limited Industrial.

Analysis: The property was appraised in May 2005 and the appraised value of \$83,000 was offered to the owner. The owner has agreed to sell the property for this amount.

Financial Considerations: A budget of \$110,000 is requested and includes the purchase price, demolition, site clean up, administrative services, title work and closing costs. The cost of this acquisition will be paid for with General Obligation Bonds funded with Airport Revenue.

Legal Considerations: The Law Department has approved the resolution and contract as to legal form.

Recommendation/Action: It is recommended that the Wichita Airport Authority; 1) Approve the Budget; 2) Adopt the resolution; 3) Approve the acquisition and 4) Authorize the Mayor to sign the necessary documents.

(Published in the Wichita Eagle on _____,_____.)

RESOLUTION NO. _____

AN RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY;AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport and

WHEREAS, K.S.A. 13-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of certain capital improvements, specifically, Land Acquisition (Mid-Continent) to the Wichita Mid-Continent Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas.

SECTION 2. That the cost of the above described improvements is estimated to be One Hundred and Ten Thousand Dollars (\$110,000), exclusive of the cost of interest on borrowed money, paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost, shall be financed through the issuance of general obligation bonds under the authority of K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas.

SECTION 3. That the above described improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.

SECTION 4. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, _____.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW